No: AFD 333 VFS - 1969

"A" - 1

ಇಲಾಖೆ: AH & F

ಶಾಖೆ: F

ವಿಷಯ: Lease of land in S.No. 262/I.C.T. of Kodavoor Village, Udipi taluk, S.K. District in favour of Sri M. Madhva Raj, proprietor, M/s. Garnet Fish Meal plant and oil Co., Malpe.

A

ವಿಶೇಷಾಧಿಕಾರಿ

AEF2/1966/37

File No. AF 333 VFS 69.

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department A & F Section H & F.

Subject:— Lease of land in S. No. 282/1C1A Kodavoor Village, Udipi Taluk S.K. District in favour of Sri M. Madhava Raj, Proprietor M/s Coronet Fish Meal Plant & Oil Co. Malpe.

Earlier References:—

Later References:— AH/F 37/67 23/1/71

(Classification A/B/C)

23/1/71

Notes Pages 10

Correspondence Pages 98

For/Not for Section note Book

To be destroyed after 2001

Under Secretary to Government.

M. S. | Subject: | AF File No. 333 VF 69 3

Letter No. BRW/559/69-70 dated 20.8.69 from the Director of Fisheries

The D.F. has proposed lease of about 52 cents of land on the same terms and conditions mentioned in Go. No. AF 271 VFS 67 dated 17.11.67. It is seen from this file (which is placed ~~to~~ along with File No. AFD 87 VFS 69 dated relating to lease of land to Sri K.R. Bangera of Malpe) that the conditions of lease were originally laid down in Govt. letter No. AFD 164 VFS 59 dated 10.12.1960.

To process this case it is necessary to obtain from the D.F. the letter dated 10.12.1960, since file No: AFD 164 VFS 59 is not available.

A letter to the D.F. asking him to furnish a copy of the letter dated 10.12.1960 is put up. We may also ask for a draft lease deed, as execution of ~~a~~ a deed is necessary in such cases.

30/8/69

Issue
BAD
30/8/69

ISSUED
Dated 3/9

Subject: File No. M. & S.

WD 01050—GPB—8,00,000 13-12-65

A copy of the W/F's letter No BRW/659/68-69 dated 9.9.69 is furnished informally by the Dept as the original reference is not readily traceable. The W/F has given a draft of lease deed. In Sl No 1 the W/F has proposed lease of 52 cents of land inbetween the two plots already leased to Sri M. Madhava Raj, Proprietor, M/S. Coronet Fish Meal Plant and oil Co Malpe, in S. No 262/1C1A Kodavoor Village, Udipi Taluk. for a period of 10 years on an annual rent of one hundred rupees per acre on the same terms and conditions.

4)

It is further stated that the land belongs to Fisheries Dept and that it is under unauthorised occu

5)

patian by the M/s. Corner Co. Sended for consideration.

6) 16/12/69 Draft Lease deed as sent by the S.F. at Pages 584 may kindly be ~~sen~~ scrutinised and opinion as to who should execute on behalf of Governor may kindly be furnised early.

17.12-69.

L. D

Sri Lingaraju.
M/S. L.&P.A. Dept:

R. & I. SECTION
LAW & P.A.DEPT.
No. 4429
18 DEC 1969
Section

L.D. (Opn. II)
No. 2190 Date 18.12.69

19/12.

U/S.
Lit. I

19/12.

Note-2

Department of Law

7) A G.O. incorporating the terms and conditions of lease is necessary, in accordance which lease deed has to be

executed. Therefore A & F. Deptt is requested to issue necessary G.O. and then send the file to this Deptt. for scrutinising the lease deed

A&F. Deptt.) A. N. Vijayaradhya 2/1/70.

A. N. VIJAYARADHYA,
Asst. Solicitor & Ex-Officio
Under Secy., to Govt. Dept. of L. & P. A. (Lit-II)

L.D. (Lit. I) No 1411 Date 31/12/69

Note 3.

8) Before G.O. is issued it is necessary to obtain approval of Secretary and M (F. & P.) to the proposal of the Dept. Subd with reference to para 7 supra

Reg. is invited to paras 1-5 of the notes on the file

B. Andavappa 6-1-70.

6/1/70.

Note 4.

9) The D.F. in his letter dt.20.8.1969 has recommended for the lease of 52 cents of the Departmental land to Sri M.Madhvaraj in S.No.262/ICI of Kodavoor Village Udipi Taluk, South Kanara District, for a period of 30 years on an annual rent of Rs.100/- per acre on the same terms and conditions under which two acres of land was leased out to him in G.O. No.AF 271 VFS 67 dt.17.11.67. He has also enclosed a copy of the lease deed to be executed in favour of the said firm viz., M/s Caronet Canning Co., Malpe.

flag 'W'

flag 'Y'

10) The lease deed was referred to the L.D. for scrutiny and they have stated that the G.O. sanctioning the land may be issued and the file may be sent to them for scrutinising the lease deed., (para 7).

.....contd

M. G. S. | Subject: | AF File No. 333 VFS 69

contd.from prepage.

(22) The draft letter authorising the U/S., A.&.F., (H.&.F) to execute the agreement is at p.20 16 of the file No.AF 378 VFS 68.

flag 'A'

(23) The draft G,O. is put up for kind approval, at Sl.No.8.

12.1.70.

U/S.,A.&.F.Dept.

Dy. Secy., A & F No, 8.194 13.1.70

Note-5.

(24) 12/1/70

Min (fisheries)

Note-6

(25)

H.C. LINGAMURTHY, Min. of State for Fisheries and Ports.

Min. of State F. P. No. F 774 Date. 15/1

Dy Sec A(P) On tour

Note-7

(26) Paras 9 and 15 may kindly be seen. Consurrence is requested.

30.1.70.

F.A)

Note-8

U.O.No.FD 492/W2/70. FINANCE DEPARTMENT (W&S.II)

A&F Department is requested to make available the file No.AF 271 VFS 67.

H.C. Sreenivasa 6/2/70

(H.C. Sreenivasa)
Under Secretary to Government,
Finance Department (W&S)

A&F Dept.

R. & I. SECTION A. & F. D. No. 05083 Date 7 FEB 1970 Section 1195/WP

R. & I. SECTION F. D. No. Date 3 SEP 1970 Section WP

Sr AL 9/2/70

Subject: AF File No. 333 VFS 69 M. G. S.

WD 01060—GPB—8,00,000 13-12-65

The file AF 271 VFS 67 is placed below as desired by F.D. These files may be released to F.D.. Reply given 17 days

21/2/70

B. Anbanappa
21.2.70.

F.D

23.2.70.

(Sri H.C. Srinivasa)
U/S. F.D

FD. 133. 9nt. w2

Note - 10. F.D.

F.D. agrees

H.C. Srinivasa 9/3/70
U.S. F.D.

A.F.D

Note - 11.

Draft G.O. at Sl to may be approved and issued after L.D. is consulted with regard to the value of the stamp paper on which lease deed have to be executed.

B. Anbanappa
10/3/70

10/3/70.

G.O may issue

16.3.70. ISSUED

18) 10114 1799/HP

FD. 133. 9nt. w2. 70
24.2.70

19) Sri AL 10/3/70

20)

97

AF 333 VF 5 69.

21) G.O. having been issued, this file may be marked to L.D. for scrutiny of lease deed and to indicate the value of stamp paper on which the deed may have to be executed. This is with reference to para (4) ante

21/3/70.

B. Andanappa
21.3.70

L.D.

23.3.20.

L.D. No 305 Law 283/70

(Sri A. N. Vijjanaradhya)
u/s: L.D.

24.3.70

Noti-12

24/3/70

No.LAW 305/U/70

Dept. of Law & Parly. Affairs,
Lit.II.

GO.No.AF 271 VF 67 refers to terms and conditions of lease in favour of one Sri T.I. Jagtiani, which is not available in the files. The same may please be made available. If in turn that GO were to refer to terms and conditions of any other previous GO that may also please be made available.

A. N. Vijjanaradhya
9/4/70

(A. N. Vujjanaradhya)
Under Secy. to Govt. Law Dept.

Law 305/4/70

A & F Dept.

Noti-13.

Received back with file No BRW/9663/59 on 14/4/70

R. & I. SECTION
A.G.F.D.
No. 15355.
Date 14 APR 1970

14/4/70.

14/4/70

AF 333 VFS 69

Note-14

No.LAW 305/V/70

Dept. of Law & Parl. Affairs, Litigation-I

The draft lease deed at Flag 'Y' infile No. AF 333 VFS 69 is slightly corrected and the same is in order.

As the rent reserved is less than Rs.2,000/- (I.e., Rs.100 per annum) the lease deed can be executed on behalf of Governor by the Divisional Gazetted Officer of Fisheries Department as per Sl.No.23 of Notification No.LAW 24 LGN 61 dated 16.3.61 (vide page 37 of Orders issued under Art.299(1) of Constitution of India).

As the annual rent reserved is only Rs.100, the deed should be executed on a stamp paper of the value of Rs.4.10 (subject to any enhancement made in the meanwhile) and as the lease is for ten years, it has to be registered.

The G.O. issued in the file AF 333 VFS 69 does not contain all terms and conditions, but in terms it refers to some previous Govt. Orders. It is advisable to have all the terms and conditions in G.O. everytime for every transaction to avoid confusion.

A. N. Vujjanaradhya
16/4/70

(A.N. Vujjanaradhya),
Asst. Solr. & Ex-Officio
U.S. to Govt. Law Dept. Lit-I

16320

R. & I. BRANCH
No.
Date 20 APR 1970
Section 27.28/APR

A& F. Dept.

Note-15.

L.D's opinion under note-14 is for perusal. The lease deed as slightly amended fixes the annual rent at Rs 100/-, not Rs 50/- for 52 cents of land. Further the Divisional Gazetted officer of the fisheries Dept can execute the document by registration at the office of Sub Registrar on a stamp paper

of value of Rs 4.10 paisa. If appd, this D/F will be informed accordingly by a letter, G.O. may not be necessary,

2) 27/4/70 a letter may issue to D/F. on the lines of the observations made by L.D. in Note No 14.

B. Ambedkar
27.4.70

3) Pl put up a draft letter, authorising one of the A.S.(F) to execute on behalf of the Governor, and indicating the value of stamp paper to be used for the Regn.. we may also enclose a copy of the lease deed as appd by L.D. to D.F. for n/a.

28/4/70

4) Draft letter to D/F is put up for approval.

B. Ambedkar
28/4/70.

5) Pl get A.S.(F) to sign
Fd (Hon) 28/4

28/4/70 Secy A&F

29.4.70.

To A&R
274
29/4

6) This file was taken to Secy A&F several times for speaking. As he was very busy attending to meetings this could not be disposed of. Meanwhile

AF 333 VPS 69

he was appointed a member of P.S.C.
So this file is submitted for orders.

26/5/70

The draft letter submitted to D.F. at P.F. No 7 is for approval. This is as per L.D's opinion in Note No 14.

B. Ambedkar
26-5-70.

For kind appl.

27.5.70.

Note-16

The issued as notified

27/5/70

Dy. Secy. to Govt.
No. 2726 - 28/5

28/5

This may be closed 'P'

27/1/71

U/S H. V. Jumasukath
23.1.71

27/1

GOVERNMENT OF MYSORE

No. AF 333 VFS 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore,.....28-5-1970.

FROM

The *Secretary to the Government of Mysore*
Agriculture and Forest Department.

To

The Director of Fisheries
in Mysore Bangalore.

Sir,

Sub:-Lease of land in S.No.262/ICI of Kodavoor village, Udipi taluk, South Kanara Dist. in favour of Sri M.Madhawaraj, Proprietor, M/s Coronet Fish Meal Plant and Oil Company,Malpe.

With reference to the correspondence resting with your letter No.BRW/559/69-70, dated 20-8-69 on the above subject, I am directed to convey the approval of the Governor of Mysore to your proposal to lease out fifty two cents of the Departmental land to Sri M.Madhva Raj, Proprietor of M/s Coronet Fish Meal Plant and Oil Company, Malpe in S.No. 262/ICI of Kodavoor village, Udipi Taluk, South Kanara District for a period of ten years on an annual rent of Rs.100/-(Rupees one hundred only) per acre only as per terms and conditions incorporated in the copy of the agreement enclosed herewith.

This document may be registered at the Office of the Sub-Registrar, Udipi taluk, on a stamp paper of value of Rs.4.10 paise (Rupees four and paise ten) and may be signed by the Assistant Director of Fisheries of the concerned Division on behalf of the Governor of Mysore.

Yours faithfully,
Sd/-

(M.Arya Mitra)
Under Secretary to Government,
Agriculture and Forest Department.

Copy to Accountant General in Mysore Bangalore for information.

Under Secretary to Govt.,
A&F Deptt.

ACA/28-5-70.

This Deed of lease made on . . . . . .
. . . . between the Governor of Mysore, hereinafter called the LESSOR (which expression shall unless repugnant to the meaning or context thereof include his successors in Office) of the one part and Sri M.Madhva Raj carrying on vusiness in the name and style ~~Xxxxxx the LESS~~ of CORONET FISHMEAL & OIL COMPANY, MALPE hereinafter called the LESSEE (which expression shall unless repugnant to the meaning or context thereof be deemed to include his heirs executors, administrators, assigns and the firm of CORONET FISHMEAL & OIL COMPANY, MALPE, including therein any partners with whom Sri M.Madhava Raj may hereafter associate himself, howsoever the said firm may from time to time be constituted) of the other part in respect of the plot of land measuring 0.52 cents being a portion of survey No.262/ICI in the village of Kodavoor in the Udipi Taluk in the South Kanara District in the State of Mysore.

That in consideration of a sum of Rs.100 (Rupees one hundred only) paid by the Lessee (the receipt whereof the lessor hereby acknowledged) as rent for the first year commencing from the date when the lessee occupied the said portion of the land and in consideration of the paymant of Rs.100(Rupees one hundred only) per annum as rent for the period specified below during which the lessee shall occupy the said piece of land and in consideration of the terms and conditions mentioned in this deed, the lessor convey, by way of lease and has delivered possession thereof unto the said lessee that part of the land and other convenience appurtenant thereto and situate inside the Government Fish Curing Yard in S.No.262/ICI of the Kodavoor village in the South Kanara District, more particularly described in the scheduled hereunto the lease and to hold the same unto the use and occupation of the said leasee for the purpose mentioned below under the terms and conditions mentioned herewith.

That the lease shall be for a period of 10 years commencing from

That the possession of the land hereby desuised has been delivered to the lessee.

~~Thxx~~ The lessee hereby convenants with the lessor as follows:-

a)To pay the annual rent fixed above at the times and

p.t.o.

in the manner that may be fixed by the Director of Fisheries from time to time.

b) To errect complete and finish at his own expense, within one year, upon the demised premises to the satisfaction of theDirector of Fisheries in Mysore, Bangalore, a building or buildings with all requisite sowers, drains and other appurtenances for the purpose of setting up a fish Meal godown the constructional cost of which shall not be less than

c) To errect a fence or compound wall on the property at his own expense and to maintain the same till the expiry of the period of lease and during the continuance of the possession of the lease.

d) During the said term pay all existing and future rates taxes, assessments and outgoings of every description in respect of the demised premises and any erection or building for the time being thereon.

e) That in case the lessee does not carry on its function as i.e., setting up of a Fish Meal Godown as specified under clause (b) to deliver the possession of the property to the lessor without any compensation for the unexpired period of lease.

f) Not to allow the use of the said land by any other person or persons except in the usual course of the activities of the lessee during the currency of the lease.

g) That in the event the lessee makes any assignment or sublease of the leasehold or part thereof it shall not be binding on the lessor and shall have no effect whatsoever and that the lessor shall be entitled to retake possession of the said premises without any compensation for the unexpired portion of the lease and on such retaking possession the lease shall be deemed to have been forfeited and cancelled.

h) To keep the plot in an even condition and subject to such use as in the ordinary course may be required for the purposes of the lessee and pay for the water rate, or other charges dues or taxes which may be leviable in respect of the said premises to any authority lawfully entitled to receive the same.

...Contdpage 3/-

(i) At the expiration of the aforesaid period of lease or sooner determine action of the said period, to quietly redeliver upto the lessor the possession of the premises hereby describes and to pay such compensation at the lessor may be entitled under the terms of this lease in respect of any misuse of the land demised.

(j) That any building or structure erected by the lessee during the currency of the lease shall on the expiry thereof be deemed to belong to the lessor who shall take possession of the same as well, without payment of any compensation for such building or structure provided however the lessee may remove the material and any improvement effected by him on the said plot of land without injury to the land hereby demised;

(k) That the lease amount shall be paid as aforesaid on demand each year and in default thereof this lease shall be liable to forfeiture in the event of non-payment of rent within two months of the demand made by the lessor in writing and to re-deliver possession of the land to the lessor in case of forfeiture of the lease.

(j) of this deed and shall also pay such compensation as may become due to the lessor on account of any misuse or improper use of the premises let or on account of any breakage or injury caused to the land by the lessee or any other person or persons.

(o) The lessor has reserved the right to resume the possession of the land hereby demised in the event of its being required for a public purpose giving 12 months notice

...cpntd.page 4/-

and shall not be liable to any compensation or damages whatsoever to the lessee;

(p) That if the lessee shall be desirous of renewing the lease, he shall apply to the lessor six months prior to the expiry of the current lease subject to the conditions hereinbefore contained, for consideration.

(q) That all sums due under this deed may be recovered by the lessor as an arrears of land revenue, as provided U/S 180 of the Land Revenue Act 1964;

The lessor hereby convenants with the lessee as follows:-

(a) That the lessee subject to the paying the rent and observing and performing the convenants and conditions on the part of the lessor stipulated in this deed shall enjoy quiet possession of the land without any disturbance interms of this deed whatsoever from the lessor.

(b) That if the lessee shall be desirous of determing the lease and of such desire hall give the lessor six months notice in writing and shall redeliver possession of the demised plot of land in the manner prescribed herein before and the lessee shall pay the arrears of rent that might have accrued and other charges such as tax, water charges, etc. due to the person entitled to received the same duly paid before the redelivery of the possession.

(c) In case of default to pay any taxes in regard to the premises, etc. constructed by the lessee, the same shall be recoverable from them as arrears of land revenue. In case of difference of opinion in regard to the interpretation of the above conditions the decision of Government shall be final and binding on the lessee.

(d) That application of the lessee for renewal of the current lease shall be considered by the lessor on such terms and conditions as may be necessary to be stipulated at the time of renewal.

SCHEDULE

IN WITNESS WHEREOF THE Under Secretary to the Government of Mysore, Agriculture and Forest Department, Mysore Bangalore has hereunto set his hand and affixed his official seal for

....Contd.page 5/-

for and on behalf of the lessor and the lessee hath hereunto set his hand and seal the day and year first hereinabove written:

SIGNED SEALED AND DELIVERED BY

the Under Secretary to Government of Mysore,
Agriculture and Forest Department,
on behalf of and under the directions of the
Governor of Mysore in the presence of

SIGNED SEALED AND DELIVER BY

the within named M.Madhava Raj in the
presence of

SIGNED AND DELIVERED BY

The Under Secretary to Government of Mysore,
Agriculture and Forest Department,
on behalf of and under the diections of the
Governor of Mysore in the presence of

SIGNED AND SEALED AND DELIVER

By the within named M.Madhava Raj in the
presence of

' COPY '

Sl. No. 7 19 22/7.

AF 333 VF 8 69

WF.

To

The WF

Mysore, B'lore.

Sir

Sub:- Lease of land in S. No 262/1C1 of Kadavoor village, Hadipi Taluk S.K. dist in favour of Sri M. Madhavaraj Proprietor M/s. Coronet Fish Meal Plant and oil Co, Malpe.

~~I am directed to refer~~ w.r.to to the correspondence being with your letter No BRW/559/69-70 dated 28.8.1969 on the above subject, I am directed to convey the approval of the Government of Mysore to your proposal to lease out fifty two cents of land in departmental to Sri M. Madhavaraj, Proprietor of M/S. Coronet

P.T.O.

ISSUED
Date 6 1970

Fish Meal Plant and Oil Co.,
Malpe, in S. No 262/I & I.
of Kodavoor Village, ~~Malpe~~
Udupi Taluk, S. K. Dist for
a period of ten years on an
annual rent of Rs 100/- (one Rs
hundred) Per acre only as per terms
and conditions incorporated
in the copy of the agreement
enclosed herewith.

The said agreement has
been scrutinised ~~by~~ and slightly
modified by the Dept of Law,
and Parliamentary Affairs.
This document may be registered
~~executed by the~~ registration
at the office of Sub Registrar,
Udupi taluk, on a stamp
paper of value of ~~Rs 4/-~~ Rs 4-10 paise
(Rs four paise ten) and may be signed by the Asst
Director of Fisheries of the concerned
division on behalf of the Governor of Mysore

Y.S.D. 22/4
22/4/70

1/4 Copy to A.S. for information.

This Deed of lease made on . . . . . .

. . . . . between the Governor of Mysore, hereinafter called the LESSOR (which expression shall unless repugnant to the meaning or context thereof include his successors in Office) of the one part and Sri.M.Madhva Raj carrying on business in the name and style of CORONET FISHMEAL & OIL COMPANY,MALPE hereinafter called the LESSEE (which expression shall unless repugnant to the meaning or context thereof be deemed to include his heirs executors, administrators, assigns and the firm of CORONET FISHMEAL & OIL COMPANY,MALPE, including therein any partners with whom Sri.M.Mahava Raj may hereafter associate himself, howsoever the said firm may from time to time be constituted) of the other part in respect of the plot of land measuring 0.52 cents being a portion of survey No.262/ICI in the village of Kodavoor in the Udipi Taluk in the South Kanara District in the State of Mysore.

That in consideration of a sum of Rs.~~52/-~~ 100 (Rupees ~~fifty two~~ one hundred only) paid by the Lessee (the receipt whereof the lessor hereby acknowledged) as rent for the first year commencing from the date when the lessee occupied the said portion of the land and in consideration of the payment of Rs.~~52/-~~ 100 (Rupees ~~fifty two~~ one hundred only) per annum as rent for the period specified below during which the lessee shall occupy the said piece of land and in consideration of the terms and conditions mentioned in this deed, the lessor convey, by way of lease and has delivered possession thereof unto the said lessee that part of the land and other convenience appurtenant thereto and situate inside the Government Fish Curing Yard in S.No.262/ICI of the Kodavoor village in the South Kanara District, more particularly described in the scheduled hereunto the lease and to hold the same unto the use and occupation of the said leasee for the purpose mentioned below under the terms and conditions mentioned herewith.

That the lease shall be for a period of 10 years commencing from

That the possession of the land hereby ~~described~~ demised has been delivered to the lessee.

The lessee hereby convenants with the lessor as follows:-

a) To pay the annual rent fixed above at the times and in the manner that may be fixed by the Director of Fisheries from time to time.

b) To errect complete and finish at his own expense, within one year, upon the ~~described~~ demised premises to the satisfac= tion of the Director of Fisheries in Mysore, Bangalore, a building or buildings with all requisite sowers, drains and other appurtenances for the purpose of setting up a fish Meal godown the constructional cost of which shall not be less than

c) To errect a fence or compound wall on the property at his own expense and to maintain the same till the expiry of the period of lease and during the continuance of the possession of the lessee.

d) During the said term pay all existing and future rates taxes, assessments and outgoings of every description in respect of the ~~described~~ demised premises and any erection or building for the time being thereon.

(e) That in case the lessee does not carry on its function as ie., setting up of a Fish Meal Godown as specified under clause (b) to deliver the possession of the property to the lessor without any compensation for the unexpired period of lease.

(f) Not to allow the use of the said land by any other person or persons except in the usual course of the activities of the lessee during the currency of the lease.

(g) That in the event the lessee makes any assignment or sublease of the leasehold or part thereof it shall not be binding on the lessor and shall have no effect whatsoever and that the lessor shall be entitled to retake possession of the said premises without any compensation for the unexpired portion of the lease and on such retaking possession the lease shall be deemed to have been forfieted and cancelled.

(h) To keep the plot in an even condition and subject to such use as in the ordinary course may be required for the purpose of the lessee and pay for the water rate, or other charges dues or taxes which may be leviable in respect of the said premises to any authority lawfully entitled to receive the same.

(i) At the expiration of the aforesaid period of lease or sooner determin ation of the said period, to quietly redeliver upto the lessor the possession of the premises hereby describes and to pay such compensation at the lessor may be entitled under the terms of this lease in respect of any misuse of the land ~~described.~~ demised.

(j) That any building or structure erected by the lessee during the currency of the lease shall on the expirty thereof be deemed to belong to the lessor who shall take possession of the same as well, without payment of any compensation for such building or structure provided however the lessee may remove the material and any improvement effected by him on the said plot of land without injury to the land hereby ~~described.~~ demised

demand (k) That the lease amount shall be paid as aforesaid on each year and in default thereof this lease shall be liable to forfeiture in the event of non-payment of rent within two months of the demand made by the lessor in writing and to re-deliver possession of the land to the lessor in case of forfeiture of the lease.

(l) Shall however continue to be liable to pay rent at the same rate as provided in the lease, till the lessor obtains such possession from the lessee, or in the event of the legal proceedings through Court.

(m) To use the plot of land mentioned above for setting up a fish meal godown and for no other purpose.

(n) The lessor may determine the lease, after giving six months notice and the lessee shall quietly re-deliver possession of the land in the manner prescribed under sub-section (j) of this deed and shall also pay such compensation as may become due to the lessor on account of any misuse or improper use of the premises let or on account of any breakage or injury caused to the land by the lessee or any other person or persons.

(o) The lessor has reserved the right to resume the possession of the land hereby ~~described~~ demised in the event of its being required for a public purpose giving 12 months notice and shall not be liable to any compensation or damages whatsoever to the lessee.

.....3.

(p) That ~~if~~ if the lessee shall be desirous of renewing thelease, he shall apply to the lessor six months prior to the expiry of the current lease subject to the conditions hereinbefore contained, for consideration.

(q) That ~~any arrears of rent or taxes~~ all sums due under this deed may be recovered by the lessor as an arrears of land revenue, as provided u/s 180 of the Land Revenue Act 1964.

The lessor hereby convenants with the lessee as follows:-

(a) That the lessee subject to the paying the rent and observing and performing the convenants and conditions on the part of the lessor stipulated in this deed shall enjoy quiet possession of the land without any disturbance interms of this deed whatsoever from the lessor.

b) That if the lessee shall be desirous of determing the lease and of such desire shall give the lessor six months notice in writing and shall redeliver possession of the ~~described~~ demised plot of land in the manner prescribed herein before and the lessee shall pay the arrears of rent that might have accrued and other charges such as tax, water charges etc., due to the person entitled to receive the same duly paid before the redelivery of the possession.

(c) In case of default to pay any taxes in regard to the premises etc., constructed by the lessee, the same shall be recoverable from them as arrears of land revenue. In case of difference of opinion in regard to the interpretation of the above conditions the decision of Government shall be final and binding on the lessee.

(d) That application of the lessee for renewal of the current lease shall be considered by the lessor ~~subject to the refixation of rent to be fixed by the authority entitled to do so, and~~ on such terms and conditions as may be necessary to be stipulated at the time of renewal.

IN WITNESS WHEREOF THE Under Secretary to the Government ~~the=curr~~ of Mysore, Agriculture and Forest Department, Mysore Bangalore has hereunto set his hand and affixed his official seal for and on behalf of the lessor and the lessee hath hereunto set his hand and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY

the Under Secretary to Government of Mysore,
Agriculture and Forest Department,
on behalf of and under the directions of the
Governor of Mysore in the presence of

SIGNED SEALED AND DELIVER BY

the within named M.Madhava Raj in the
presence of

.....4.

SCHEDULE OF PROPERTY

All that piece and parcel of vacant land situated in S.No.....Kodavoor village, Udipi Taluk, Udipi Registration Sub-District and within the Registration District of South Kanara, Mysore State.

RE.SURVEY NO.	KISSAM	EXTENT A.G.	REMARKS
262/ICI	Dry		

with rights of way and all other easements surrounded by the following boundaries.

North
East
South
West

SIGNED AND DELIVERED BY

The Under Secretary to Government of Mysore, Agriculture and Forest Department, on behalf of and under the directions of the Governor of Mysore in the presence)

SIGNED AND SEALED AND DELIVER

By the within named M.Madhava Raj in the presence of)

28/4/70.

Se no to — 25 17 10(v)

PROCEEDINGS OF THE GOVERNMENT OF MYSORE
(AGRICULTURE AND FOREST DEPT.)

Sub:-Lease of land in M.No.262/1.C.1.of Kodavoor village, Udipi Taluk, South Kanara District in favour of Shri M.Madhva Raj, Proprietor, M/s Coronet Fish Meal Plant and Oil Co., Malpe .

ORDER NO.AF 333 VFS 69,

BANGALORE, DATED, the 17th March 1970.

With reference to the Director of Fisheries, Bangalore, letter No.BAV.558/69-70, dated 20-8-1969 on the subject cited above, the Governor of Mysore has been pleased to direct that 52 cents of Departmental land in M.262/1C1 of Kodavoor village, Udipi Taluk, South Kanara District, be leased out to Shri M. Madhvaraj, Proprietor, M/s.Coronet Fish Meal, Plant and Oil Company, Malpe for a period of ten years on an annual rent of Rs.100/- per acre on the same terms and conditions under which two acres of land was leased out to him in Government Order No.AF 271 VFS 67, dated 17-11-1967.

This order issues with the concurrence of Finance Department vide their U.O.No.FD 133, dated 9-3-70.

17/3/70

(M.Arya Mitra)
Under Secretary to Government,
Agriculture and Forest Department.

17.3.70

To

The Director of Fisheries, Bangalore.

Shri Madhvaraj, Proprietor, M/s Coronet Fish Meal Plant and Oil Co., Malpe.

Finance Department(Budget).

The Accountant General in Mysore Bangalore.

Copy to:-Monthly Gazette.

S.C.file.

ACL/17.3.70.

Sl No 6

26

PROCEEDINGS OF THE GOVERNMENT OF MYSORE
(AGRICULTURE AND FOREST DEPT.)

Sub:-Lease of land in S.No.262/I.C.I.of Kodavoor village, Udipi Taluk, South Kanara District in favour of Shri M.Madhva Raj, Proprietor, M/s Coronet Fish Meal Plant and Oil Co., Malpe .

ORDER NO.AF 333 VFS 69,

BANGALORE,DATED:the 17th March 1970.

With reference to the Director of Fisheries, Bangalore, letter No.BAN.559/69-70, dated 20-8-1969 on the subject cited above, the Governor of Mysore has been pleased to direct that 52 cents of Departmental land in S.262/ICI of Kodavoor village, Udipi Taluk, South Kanara District, be leased out to Shri M. Madhvaraj, Proprietor, M/s.Coronet Fish Meal, Plant and Oil Company, Malpe for a period of ten years on an annual rent of Rs.100/- per acre on the same terms and conditions under which two acres of land was leased out to him in Government Order No.AF 271 VFS 67, dated 17-11-1967.

This order issues with the concurrence of Finance Department vide their U.O.No.FD 133, dated 9-3-70.

(V.Arya Mitra)
Under Secretary to Government,
Agriculture and Forest Department.

To

The Director of Fisheries, Bangalore.

Shri Madhvaraj, Proprietor, M/s Coronet Fish Meal Plant and Oil Co., Malpe.

Finance Department(Budget).

The Accountant General in Mysore Bangalore.

Copy to:-Monthly Gazette.

S.C.file.

ACA/17.3.70.

XY-X

22468

GOVERNMENT OF MYSORE.

Agriculture & Forest Department.

Animal Husbandry and Fisheries.

REQUISITION FOR PAPERS.

1. Description of papers required AFD-105-VET 59 Class. 'B'

2. For what purpose required A.F.D 5346/60(AH) ~~105-VET 59~~ 26/9/60

3. Signature of person requisitioning and name in block letters. K.C. Basappa K.C. BASAPPA

4. Counter-signature* ..

5. Placed on file ..

6. Returned to Records on ..

GOVERNMENT OF MYSORE.

Agriculture & Forest Department.

Animal Husbandry and Fisheries.

27

REQUISITION FOR PAPERS.

1. Description of papers required AFD-105-VET 59 Class. 'B'

2. For what purpose required A.F.D 5346/60(AH) 26/9/60

3. Signature of person requisitioning and name in block letters. K.C. Basappa K.C. BASAPPA

4. Counter-signature* ..

5. Issued on ..

6. Received back ..

*In case of 'Secret'/'Top Secret' papers, counter-signature of Superintendent/Under Secretary will be necessary.

WD 02165—GPB—2,000 bks. of 100 shts. each—18-4-58

28

Sl. No. 8. 16

Sl 6

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.
AGRICULTURE AND FOREST DEPT.

Sub: Lease of land in S.No.262/I.C.I.of Kodavoor village, Udipi Taluk, S.K.District in favour of Sri M.Madhva Raj, Proprietor, M/s Caronet Fish meal Plant and Oil Co., Malpe --

---

ORDER No.AF 333 VFS 69

DATED, BANGALORE,the JANUARY 1970.

With reference to the Director of Fisheries, Bangalore, letter No.BRW.559/69-70 dated 20.8.1969 on the subject cited above, the Governor of Mysore has been pleased to direct that 52 cents of Departmental land in S.262/ICI of Koduvoor village, Udipi Taluk, South Kanara District, be leased out to Sri M.Madhvaraj Proprietor, Messrs.Coronet Fish Meal,Plant and Oil Co., Malpe for a period of ten years on an annual rent of Rs.100/- per acre on the same terms and conditions under which two acres of land was leased out to him in G.O. No.AF.271 VFS 67 dated 17.11.1967.

[The Director of Fisheries is requested to take immediate action to get the lease deed executed by Sri. Madhvaraj, Proprietor, M/s Coronet Fish Meal ,Plant and Oil Co., Malpe on a stamp paper of Rs..... in view of s1.30 (Vi) and 20 of the schedule to the Mysore Stamp Act.37 as amended.]

delete 16.3.70.

This order issues with the concurrence of F.D.vide their U.O.No.F.D.133.....dated.....

13.1.70

Under Secretary to Govt.,
A.&.F.Dept.

ISSUED
Dated 18/2/70

To:
The Director of Fisheries,
Sri Madhvaraj, Proprietor, M/s Coronet Fish Meal.Plant and Oil co., Malpe.
Finance Dept., (Budget),
The Accountant General, Bangalore.

Copy to:--
Monthly Gazettee.
G.O.file.

AF 333 VFS 69 dd 5 Dt... 15

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To

The Dy F

B'lore

Sir,

Sub:- Lease of land in S. No 262/ICI of Kodavoor Village Udipi Taluk, S.K. Dist in favour of Sri M. Madhavaraj Proprietor of M/s. Coronet Fish Meal plant & Oil Co. Malpe.

With reference to your letter No BRW/659/69-70 dated 20.5.1969 on the above subject, I am directed to state that Sri M. Arya Mitra, u.s. to Govt A & F Deptt (HQ & section) has been

deputed for the registration and signing the documents on behalf of the Governor of Mysore at the office of Sub-Registrar, Udipi Taluk

J f

20/13/11

Copy to: (1) Asst Dir. of Fisheries, V.K. Mangalore

(2) Sub-Registrar, Udipi Taluk, Udipi

3) The U.P. A.F.F. Deptt. for necessary action

4) The Inspector of Fisheries, Udipi

Sd 4 7 31 13

GOVERNMENT OF MYSORE
(Department of Fisheries)

No.BRW/559/68-69.

Office of the
Director of Fisheries in Mysore,
Bangalore-1, dated 9-9-1969.

To

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

R. & L. SECTION
A. & F. Dept.
No. 00198
Date 3 JAN 1970
Section 39/4

Sub: Lease of Departmental land to the extent of 52 cents in S.No.262/ICI of Kodavoor Village for 10 years.

With reference to the Government letter cited above, I am enclosing herewith a copy of G.O.No.AFD 164 VFS 59 dated 10-12-60 along with a copy of draft lease deed for favour of kind approval.

I request that early orders leasing out the land may kindly be issued.

Yours faithfully,

Encls: 2.

Director of Fisheries.

DISPATCHED

S.J./9-9. 10-9-69

10.9.69 9/9/69

32 6 12

Copy of Government letter No. AFD 164 VFS 59 dated 10th December 1960 from the Under Secretary to the Government of Mysore, Agriculture and Forest Department, Bangalore to the Director of Fisheries in Mysore, Bangalore.

Sub: Land Assignment - South Kanara District to M/s. Austerlitz.

Ref: Your letter No. BRW/9663/59 dt. 1-11-1960.

I am directed to convey the approval of Government for the release of two acres of land in S.No. 262/ICI to M/s. Austerlitz., Bombay for a period of 50 (fifty) years from 8-1-1960, I am also to forward herewith a copy of the lease deed executed by the party for your reference and necessary action.

"True copy "

This Deed of lease made on ~~Monday the eleventh day of November nineteen hundred sixty eight~~ Thursday, the eighteenth day of December 1960 between the Governor of Mysore, hereinafter called the LESSOR (which expression shall unless repugnant to the meaning or context thereof include his successors in Office) of the one part and Sri M.Madhva Raj carrying on business in the name and style of CORONET FISHMEAL & OIL COMPANY, MALPE, hereinafter called the LESSEE (which expression shall unless repugnant to the meaning or context thereof be deemed to include his heirs executors, administrators, assigns and the firm of CORONET FISHMEAL & OIL COMPANY, MALPE, including therein any partners with whom Sri M.Madhva Raj may hereafter associate himself, howsoever the said firm may from time to time be constituted) of the other part in respect of the plot of land measuring 0.52 cents being a portion of survey No.262/ICI in the village of Kodavoor in the Udipi Taluk in the South Kanara District in the State of Mysore.

That in consideration of a sum of Rs.100/- (Rupees ~~fifty two only~~ one hundred) paid by the Lessee (the receipt whereof the lessor hereby acknowledged) as rent for the first year commencing from the date when the lessee occupied the said portion of the land and in consideration of the payment of ~~Rs.52/-~~ (Rupees ~~fifty two only~~) per annum as rent for the period specified below during which the lessee shall occupy the said peice of land and in consideration of the terms and conditions mentioned in this deed, the lessor convey, by way of lease and has delivered possession thereof unto the said lessee that part of the land and other convenience appurtenant thereto and situate inside the Government Fish Curing Yard in S.No.262/ICI of the Kodavoor Village in the South Kanara District, more particularly described in the schedule hereunto the lease and to hold the same unto the use and occupation of the said lessee for the purpose mentioned below under the terms and conditions mentioned herewith.

i.e. Rs 100/- (Rupees one hundred)

That the lease shall be for a period of 10 years commencing from - - -

That the possession of the land hereby ~~described~~ demised has been delivered to the lessee.

The lessee hereby convenants with the lessor as follows.

(a) To pay the annual rent fixed above at the times and in the manner that may be fixed by the Director of Fisheries from time to time.

(b) To errect complete and finish at his own expense, within one year, upon the ~~described~~ demised premisses to the satisfaction of the Director of Fisheries in Mysore, Bangalore, a building or buildings with all requisite sewers, drains and other appurtenances for the purpose of setting up a fish Meal godown the constructional cost of which shall not be less than

(c) To errect a fence or compound wall on the property at his own expense and to maintain the same till the expiry of the period of lease and during the continuance of the possession of the lessee.

(d) During the said term pay all existing and future rates taxes, assessments and outgoings of every description in respect of the ~~described~~ demised premises and any erection or building for the time being thereon.

34

(e) That in case the lessee does not carry on its function as i.e., setting up of a Fish Meal Godown as specified under clause (b) to deliver the possession of the property to the lessor without any compensation for the unexpired period of lease.

(f) Not to allow the use of the said land by any other person or persons except in the usual course of the activities of the lessee during the currency of the lease.

(g) That in the event the lessee makes any assignment or sublease of the leasehold or part thereof it shall not be binding on the lessor and shall have no effect whatsoever and that the lessor shall be entitled to retake possession of the said premises without any compensation for the unexpired portion of the lease and on such retaking possession the lease shall be deemed to have been forfieted and cancelled.

(h) To keep the plot in an even condition and subject to such use as in the ordinary course may be required for the purpose of the lessee and pay for the water rate, or other charges dues or taxes which may be leviable in respect of the said premises to any authority lawfully entitled to receive the same.

(i) At the expiration of the aforesaid period of lease or sooner determination of the said period, to quietly redeliver up to the lessor the possession of the premises hereby describes and to pay such compensation at the lessor may be entitled under the terms of this lease in respect of any misuse of the land ~~described~~ demised.

(j) That any building or structure erected by the lessee during the currency of the lease shall on the expiry thereof be deemed to belong to the lessor who shall take possession of the same as well, without payment of any compensation for such building or structure provided however the lessee may remove the material and any improvement effected by him on the said plot of land without injury to the land hereby ~~described~~ demised

(k) That the lease amount shall be paid as aforesaid on each year and in default thereof this lease shall be liable to forfeiture in the event of non-payment of rent within two months of the demand made by the lessor in ~~the~~ writing and to re-deliver possession of the land to the lessor in case of forfeiture of the lease.

(l) Shall however continue to be liable to pay rent at the same rate as provided in the lease, till the lessor obtains such possession from the lessee, or in the event of the legal proceedings through Court.

(m) To use the plot of land mentioned above for setting up a fish meal godown and for no other purpose.

(n) The lessor may determine the lease, after giving six months notice and the lessee shall quietly re-deliver possession of the land in the manner prescribed under sub-section (j) of this deed and shall also pay such compensation as may become due to the lessor on account of any misuse or improper use of the premises let or on account of any breakage or injury caused to the land by the lessee or any other person or persons.

(o) The lessor has reserved the right to resume the possession of the land hereby ~~described~~ demised in the event of its

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being required for a public purpose giving 12 months notice and shall not be liable to any compensation or damages whatsoever to the lessee.

(p) That if the lessee shall be desirous of renewing the lease, he shall apply to the lessor six months prior to the expiry of the current lease subject to the conditions hereinbefore contained, for consideration.

(q) That any arrears of rent or taxes may be recovered by the lessor as an arrears of land revenue.

The lessor hereby convenants with the lessee as follows:

(a) That the lessee subject to the paying the rent and observing and performing the convenants and conditions on the part of the lessor stipulated in this deed shall enjoy quiet possession of the land without any disturbance interms of this deed whatsoever from the lessor.

(b) That if the lessee shall be desirous of determining the lease and of such desire shall give the lessor six months notice in writing and shall redeliver possession of the ~~described~~ desired plot of land in the manner prescribed herein before and the lessee shall pay the arrears of rent that might have accrued and other charges such as tax, water charges etc., due to the person entitled to receive the same duly paid before the redelivery of the possession.

(c) In case of default to pay any taxes in regard to the premises etc., constructed by the lessee, the same shall be recoverable from them as arrears of land revenue. In case of difference of opinion in regard to the interpretation of the above conditions the decision of Government shall be final and binding on the lessee.

(d) That application of the lessee for renewal of the current lease shall be considered by the lessor subject to the refixation of rent to be fixed by the authority entitled to do so, and on such terms and conditions as may be necessary to be stipulated at the time of renewal.

IN WITNESS WHEREOF THE Under Secretary to the Government of Mysore, Agriculture and Forest Department, Mysore, Bangalore has hereunto set his hand and affixed his official seal for and on behalf of the lessor and the lessee hath hereunto set his hand and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED BY)
)
the Under Secretary to Government of Mysore,)
Agriculture and Forest Department,)
on behalf of and under the directions of the)
Governor of Mysore in the presence of)

SIGNED SEALED AND DELIVER BY)
)
the within named M.Madhva Raj in the)
presence of)

....4

36.

SCHEDULE OF PROPERTY

262/1C1 All that piece and parcel of vacant land situated in S.No. ~~67~~ Kodavoor Village, Udipi Taluk, Udipi Registration Sub-District and within the Registration District of South Kanara, Mysore State.

RE.SURVEY NO.	KISSAM	EXTENT A.C.	REMARKS
262/ICI (North Western Portion).	Dry	0-52	

with rights of way and all other easements surrounded by the following boundaries.

North
East
South
West

SIGNED AND DELIVERED BY

The Under Secretary to Government of Mysore, Agriculture and Forest Department, on behalf of and under the directions of the Governor of Mysore in the presence)

SIGNED AND SEALED AND DELIVER

By the within named M.Madhva Raj in the presence of)

S.J./9-9.

GOVERNMENT OF MYSORE

No.AF 333 VFS 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 3-9-1969.

FROM

Secretary to the Government of Mysore,
Agriculture and Forest Deptt.

To,

The Director of Fisheries
in Mysore Bangalore.

Sir,

Sub:-Lease of land in S.No.262/ICI of Kodavoor village, Udipi Taluk, SK District in favour of Shri M.Madhava Raj, Proprietor, M/s Coronet Fish Meal Plant and Oil Co. Malpe - Orders - Issue of regarding -

---

With reference to your letter No.BRW/559/69-70, dated 20-8-69, I am directed to request you to furnish a copy of Government letter No.AFD 164 VFS 59, dated 10th December 1960 in which the terms and conditions for lease of land to Shri T.I.Jagtiani were laid down.

I am also request you to suggest a draft lease deed, as is being done in similar cases.

Yours faithfully,

for Under Secretary to Govt.,
A&F Deptt.

ACA/-

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The Director of Finance,

Bangalore

Sub: As at page 1 of CF

Sir,

With reference to your letter No. BRW/55-9/69-70 dated 20th August 1969 I am directed to request you to furnish a copy of Govt. letter AFD 164 VFS 59 dated 10th December 1960 in which the terms and conditions for lease of land to Smt T. I. Jagtiani were laid down.

ISSUED
Dated 3/9

I am also request you to suggest a draft lease deed, as is being done in similar cases.

Yours faithfully,

30/8/69

for U.S. to Govt.

AFR Govt.

30/8/69

21.101

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GOVERNMENT OF MYSORE
(Department of Fisheries)

No.BRW/559/69-70.

Office of the
Director of Fisheries in Mysore,
Bangalore-1, dated 20-8-1969.

R. & I. SECTION
No. 30670
Date 25 AUG 1969
Section 3387/HAP

To

The Secretary to Government of Mysore,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub: Lease of land in S.No.262/ICI of Kodavoor Village, Udipi Taluk, S.K.Dist. in favour of Sri M.Madhava Raj, Proprietor, M/s Coronet Fish Meal Plant and Oil Co., Malpe - Orders - Issue of regarding

--

I write to state that Sri M. Madhava Raj, Proprietor of M/s Coronet Fish Meal Plant and Oil Co.,Malpe in his application dated 10-5-68 (copy enclosed) has requested to allot him about 47 cents of Departmental land of Malpe Fish Curing Yard available in S.No.262/ICI of Kodavoor Village, Udipi Taluk, South Kanara District for construction of a godown for storing the fish meal produced in his newly erected Fish Meal Plant at Malpe which was inaugurated on 5-12-1967 by the then Hon'ble Chief Minister Sri S.Nijalingappa. In this connection, I like to state that as per Government Order No.AFD 13 VFS 60 dated 8-6-61, two acres of land from S.No.262/ICI (vide ICIB marked in the enclosed sketch) have been alloted to Sri M.Madhava Raj on a lease of Rs.200/- per annum for a period of 10 years for construction of an Ice and Cold Storage Plant. Apart from this, as per G.O.No.AF 271 VFS 67 dated 17-11-1967 2 more acres of land which were originally leased out in favour of the deceased lessee Sri T.I.Jagtiani of M/s Austerlitz, Bombay were leased out in favour of M/s Coronet Fish Meal and Oil Co., Malpe (vide ICIA marked in the sketch) for a period of 50 years on an annual lease of Rs.200/- and subject to the same terms and conditions under which it was leased out to Sri T.I.Jagatiani. The land now requested for allotment by Sri M.Madhava Raj (vide ICIC marked in the sketch) lies in between the two blocks of lands already allotted to him. If this portion of land is leased out to him it can be used by him for constructing a godown for storing fish meal and it will also form a compact block of the lands so far leased out to him. The piece of land in question being a narrow

Sri M.S.
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strip between two plots already leased to him cannot be used for any other purpose by anybody else. The exact extent of land now applied for to be leased out to him measures about 52 cents in extent. The land so far leased out to him and the land to be leased out now has been distinctly marked in the enclosed sketch. The land is at present under occupation (unauthorised) by him. I also enclose herewith a copy of letter dated 14-5-69 of Sri M.Madhava Raj addressed to the Hon'ble Minister for Fisheries and Ports in original. The marginal orders of the Hon'ble Minister on the said letter may kindly be perused.

In the circumstances, I request that the Government may be pleased to lease out about 52 cents of Departmental land to Sri M.Madhava Raj in S.No.262/ICI of Kodavoor Village, Udipi Taluk, South Kanara District for a period of 10 years on an annual rent of Rs.100/- per acre on the same terms and condition under which two acres of land was leased out to him in G.O.No.AF 271 VFS 67 dated 17-11-67.

Yours faithfully,

Encl: 3.

Director of Fisheries.

22/8/69

22-8-69

S.J./22-8.

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Copy of the letter No.57E/MR/68 dated 10th May 68 from M/s Coronet Fishmeal and Oil Company, Malpe, addressed to the Director of Fisheries in Mysore, Bangalore.

--

Lease of Departmental land extent 0.47 acres in field No.262/ICI C of Kodavoor Village - Application for grant of lease in our favour for 50 years - submitted.

--

The Director of Fisheries was pleased to recommend to the Secretary, Government of Mysore, Agriculture and Forest Department in his letter No.YS/16037/60 dated 3-2-1960 for grant of 2 acres of land in S.No.262/ICI of Kodavoor Village, Malpe, in favour of Coronet Canning Company, Malpe. The Government in their letter No. AFD/13 VFS 60 dated 15-3-1960 have agreed to lease 2 acres of land for a period of 10 years on an annual rental of Rs.200/-. The lease deed was signed on 14-7-1961 between the Government and ourselves and we have been paying the annual rental since then. We have established Cold Storage and an Ice Plant in this land.

Similarly the Government in their order No. AF 271 VFS 67 dated7-4-1961 have leased 2 acres of land in the same S.No.262/ICI of Kodavoor Village to Sri T.I. Jagtiany for a period of 50 years for the purpose of setting up of Fishmeal Plant on an annual rental of Rs.200/- for 2 acres. This Fishameal Plant was purchased by us and subsequently the Government in their order No.AF 271 VFS 67 dated 17-4-1967 have leased the land in S.No.262/ICI-A - where the Fishemal Plant is situated - in favour of Sri M.Madhava Raj, Proprietor, Coronet Fishmeal and Oil Company, Malpe for a long lease of 50 years subject to the same terms and conditions under which it was leased to Sri T.I.Jagtiani.

In between these two lands a small strip of land exists which is useless to anybody else for any purpose. This piece of land is 0.47 acre in extent and we are now applying for leasing out this piece of land in our favour as this bit of land in S.No.262/ICIC will make a compact block, which will facilitiate us to construct a Straight compound wall.

As the Director is aware our Coronet Fishemeal Plant was inaugurated on 5-12-1967 by the Hon'ble Chief Minister, Government of Mysore, and we have gone into Commerical production. We are required to build storage godowns for storing the bulk quantities of Fishmeal produced. These Godowns will have to be located away from the Plant as fishmeal is inflamable and is likely to catch fire while in storage. In the 2 acres of land allotted to Coronet Fishmeal & Oil Company in S.No.262/ICI-A considerable portion has been occupied by the approach roads allaround and water channel in the western side and there is no extra space to locate the proposed Godowns, which evidently is to be located as far away as possible from the main plant. Hence this small strip of land 0.47 acre in extent - will be ideal for locating the new godowns for storing the Fishmeal.

We need not repeat here our contribution for the success of the Fishery Industry in Mysore State our pioneering efforts in increasing fish catches and export of fish products: and setting up modern Plants and machinery for preservation of fish and fish products.

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We have exported Frozen Shrimps to U.S.A. worth Rs.20 lakhs during 1967-68 through Coronet Canning Company, Malpe, and also we have supplied Rs.21 lakhs worth canned Fish to Defence, Government of India, and Rs.5 lakhs worth canned Fish to the Military Canteen Stores - besides local sales. We have supplied our fishmeal to the Bangalore Poultry Farmers' Co.operative Society who are manufacuring cattle feed and poultry feed for distribution in the State. When the fishmeal production improves we intend to export fishmeal also to foreign countries.

We enclose herewith the eye-sketch in duplicate showing the land we are now applying demarked as ICI C - extent 0.47 acre. We are willing to pay the rental fixed by the Government of Rs.100/- per acre per year.

We request the Director of Fisheries to recommend lease of this small strip of land in our favour and obtain Government's sanction for leasing out this land for 50 years under the same terms and conditions under which the previous leases have beengranted.

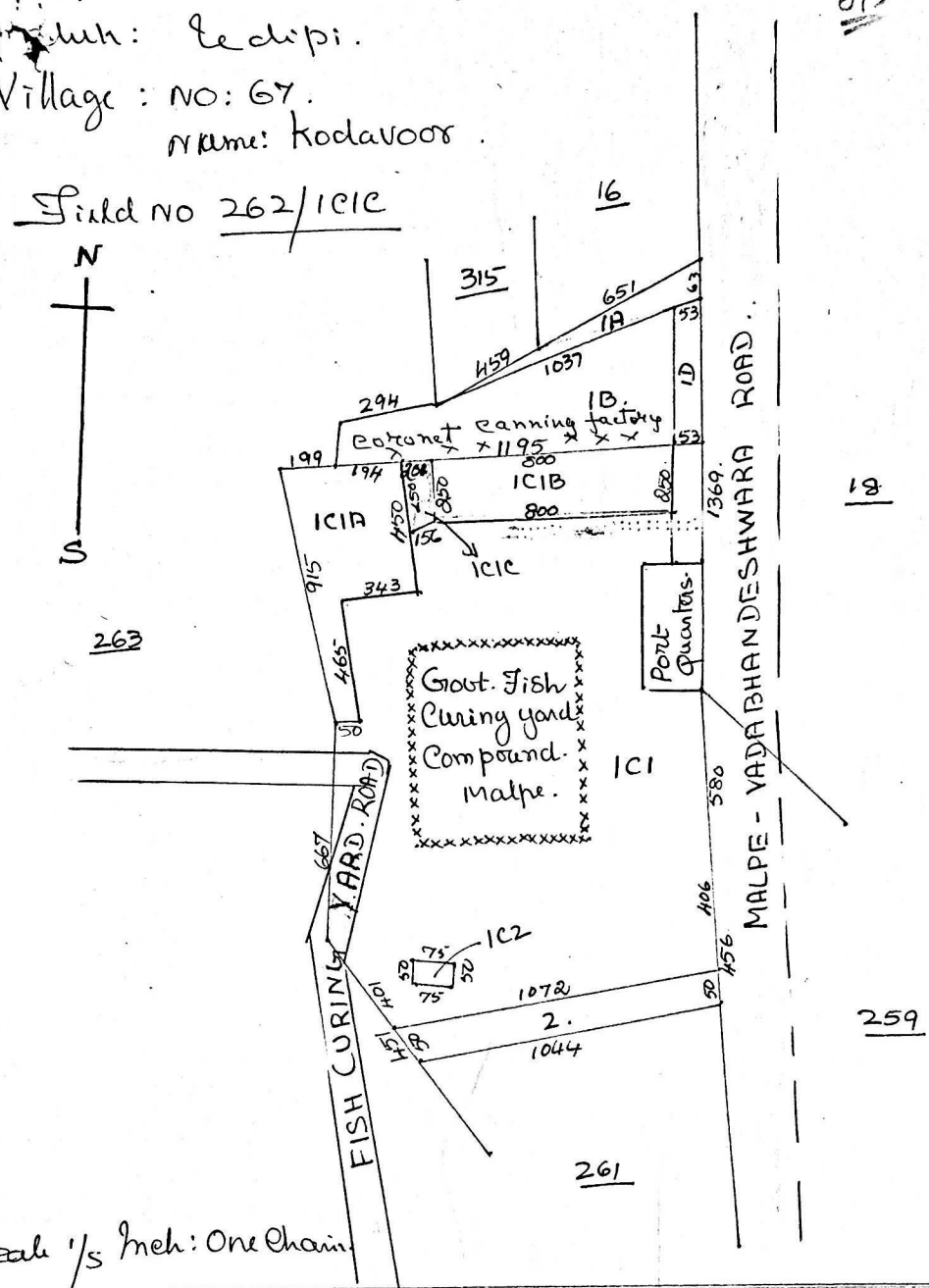
/COPY/

Director of Fisheries
in Mysore, Bangalore.
22/8/69
22-8-69

District: South Kanara
Taluk: Udipi.
Village: NO: 67.
Name: Kodavoor.

43 2

Field No 262/1C1C



Scale 1/5 Inch: One Chain

INDEX

1.	2.	3.	4.	5.
262/1A.	Dry.	...	...	Assigned to Sri. M. Madhvaraj.
262/1B.	Garden	...	...	Coronet Canning Company - Canning Unit.
262/1C1	Dry.	...	...	A.W. Govt. Fish Curing yard Malpe.
262/1D	Dry	...	...	A.W. Road Margin.

1C1B. (2-00) Acres. The Site allotted for Coronet Canning Company - Malpe - Cold Storage & Devaining & Cleaning Section

1C1A. (2-00) Acres. The Site allotted for Coronet Fishmeal & oil Company

1C1C (0.47) Acres. Vacant Site between Coronet Canning Company Malpe and Coronet Fishmeal & oil Company. Now proposed for lease for the construction of Godown for storing fishmeal.

P. Varesi Fake
Village Accountant
6/5/68

M. MADHVA RAJ, Propr Coronet Industries
MALPE
SOUTH KANARA

44 8

The Hon'ble Minister of Fisheries & Ports,
Bangalore

2(c)

3210
14 MAY 1969

Hon'ble Sir,

Coronet Canning Co. Malpe have applied to the Director of Fisheries for Lease of Land lying in-between our Canning and fishoreal units extent about 0-48 Cents; which is pending over a year. May I request the Hon'ble Minister to instruct the Director of Fisheries to pass favourable orders as we have already fenced this piece of land and built storage godowns for storing fishmeal.

Director
Minister
Manager
14/5/69

Thanking You,
Yours faithfully
For Coronet Canning Co
M. Madhvaraj

BRW

14-5-69
Bangalore

TELE. 583 UDIPI
584 UDIPI